

Boone

Boone Police Barg. Unit

7/1/2005 6/30/2008

**AGREEMENT BETWEEN
THE CITY OF BOONE, IOWA
AND
THE POLICE BARGAINING UNIT
JULY 1, 2005 THROUGH JUNE 30, 2008**

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Section 1. AGREEMENT: This agreement is entered into from July 1, 2005, to June 30, 2008, by and between the Mayor and City Council of the City Of Boone, Iowa, hereinafter referred to as the EMPLOYER, and the Boone Police Bargaining Unit, hereinafter referred to as the BARGAINING UNIT.

SECTION 2. PURPOSE: The parties desire to maintain harmonious relations and to work together for the public safety, and desire further to establish equitable wage scales and standards and conditions of employment, and to provide for collective bargaining and the arbitration of grievances and disputes, all in accordance with the Iowa Public Employment Relations Act of 1974. The EMPLOYER recognized the BARGAINING UNIT as the sole and exclusive representative for all officers of the City Of Boone Police Department, Police Department Records Secretary, Dispatcher, and Communications Supervisor. The EMPLOYER agrees not to discriminate against any employee for activity on behalf of or membership in, the BARGAINING UNIT.

Members of the BARGAINING UNIT elected to represent the employees shall have the rights, without loss of pay or time, to attend those meetings directly associated with the collective bargaining process. Such meeting shall include those with the Unit's legal representatives, actual bargaining sessions between the EMPLOYER and the BARGAINING UNIT, and those mediation, fact finding, or arbitration sessions which may become a part of the collective bargaining process. Such attendance shall be limited to a total of nine (9) man days per year (72 man hours).

SECTION 3. WORKING CONDITIONS: The BARGAINING UNIT agrees that its members shall comply with all Police Department rules and regulations, including those relating to conduct and work performances. The EMPLOYER agrees that departmental rules and regulations, which effect working conditions and work performance, shall be subject to grievance procedure.

SECTION 4. SALARY: The employees will be paid wages twice per month, according to their positions as set forth in Appendix A, as follows:

- a. The first payday of the month is the First day of the month (i.e., February 1, or September 1). If the First lies on a Saturday, Sunday, or holiday, the payday will be on the first day not a Saturday, Sunday, or holiday before the First day of the month, except in January or July which is not a Saturday, Sunday, or holiday.
- b. The second payday of the month is the Fifteenth day of the month (i.e., January 15, or September 15). If the Fifteenth lies on a Saturday, Sunday, or holiday, the payday will be the first day not a Saturday, Sunday or holiday before the Fifteenth.

- c. Members pay check shall be available at 8:00 a.m. on the scheduled pay day.
- d. A person appointed to the position of Records Secretary (after July 1, 1999) shall serve a six month probationary period at a pay rate equal to eighty-five (85) percent of the salary as listed in the Salary and Wage Appendix. After successful completion of the probationary period, the person appointed to the position of Records Secretary shall receive the amount specified in the Salary and Wage Scale appendix.
- e. A person appointed as a Dispatcher shall serve a six (6) month probationary period, during which his/her performance shall be evaluated. Said probationary period shall be served at the rate of pay as listed in the Salary and Wage Schedule appendix.

In addition to their wages, dispatchers shall be paid a shift bonus of:

\$.25 per hour for working the 11 p.m. to 7 a.m. shift

\$.15 per hour for working the 3 p.m. to 11 p.m. shift

SECTION 5. LONGEVITY PAY: In addition to the annual salaries as hereinabove mentioned, all members represented by the BARGAINING UNIT, except Senior Dispatcher and Dispatchers, having three (3) years of service in the employment of EMPLOYER, shall receive a longevity increment in the sum of \$3.00 per month per year of service up to a maximum of 27 years of service. This payment shall be added to the member's monthly salary. Employees hired after June 30, 1994, will not receive longevity pay.

SECTION 6. OVERTIME PAY: All members shall receive overtime pay at the rate of time and one half (1 ½) of member's hourly rate of pay for all hours worked in excess of forty (40) hours in any week. Overtime shall include hours spent in appearance compelled by subpoena or directed by superior officers before criminal courts, petit juries, suppression hearing, motion hearing, appellate matters, and appearances before administrative agencies.

SECTION 7. CALL BACK PAY:

- a. All employees covered by the terms of this agreement who are called back to work from off duty, shall be paid a minimum of two (2) hours pay, whether or not two (2) hours are actually worked. For the first two (2) hours of overtime, the member shall be paid twice the hourly rate of pay. For any overtime over two (2) hours, the member shall be paid one and one half (1 ½) times the member's hourly rate of pay.
- b. A member's "per diem rate of pay" shall be determined by dividing the member's annual salary by 260, a member's "hourly rate of pay" shall be determined by member's annual salary divided by 2080.

- c. All training received outside of an employee's scheduled shift will be paid at one and one half (1 ½) times the member's hourly rate of pay with guaranteed minimum of three hours pay (pay for two hours work at one and one half (1 ½) times the member's hourly rate of pay).
- d. The Canine Handler will be allowed fifteen (15) minutes at the beginning of his or her shift to prepare the canine for duty. The handler will be allowed thirty (30) minutes at the end of his or her shift to care for the canine.

SECTION 8. SICK LEAVE:

- a. Members incurring a non-duty sickness or disability shall receive sick leave with full pay. An employee absent more than six (6) working days, due to personal illness or injury, shall, if requested by the Employer, furnish medical evidence which is satisfactory to the Employer. This will be done immediately upon returning from such absence, certifying the necessity for the absence and the employee's physical and mental ability to return to or remain at work. On-duty disability shall not be charged to the accumulated sick leave of the member.
- b. In the case of illness or injury of a member of the immediate family (defined in Section (9) which shall require emergency and or hospitalization, the employee may take off two (2) working days per year with pay which are deductible from the employee's accumulated sick leave. The employee shall return to work as soon as arrangements are made. Furthermore, the Chief shall permit additional time to be taken by the employee for such purpose, if, in his opinion, the additional time off will benefit the employee or a sick or injured member of the employee's immediate family. Additional time off shall be deducted from the employee's accumulated sick leave.
- c. All members shall accrue sick leave at the rate of twelve (12) hours leave for each month of service. There shall be no limit on accumulation of sick leave.
- d. Each employee, upon permanent separation from the employment with the City for any reason, except termination for misconduct of an employee with less than eighteen (18) years of service, shall be paid at his / her regular rate of pay a portion of his / her accumulated sick leave as set forth in the following schedule:

Years of Service		Separation Credit	
At least	But less than	Percent	Maximum # of Hours
0	5	0%	0
5	11	80%	960
11	18	80%	1200
18	--	80%	1440

SECTION 9. DEATH LEAVE: In event of a death in the immediate family of a member, the member shall be granted up to five (5) consecutive days off. The days off shall consist of both working days and non-working days. The five-day period shall begin the day after

notification of the death. More time off, if needed, may be granted at the discretion of the Police Chief or the Assistant Chief. The immediate family shall be defined as a spouse, child, mother, father, brother, sister, grandmother, and grandfather of a member and those of the member's spouse.

After five (5) years of service, an employee shall be granted up to two (2) working days for the purpose of funeral/death related leave of a person not identified as a member of the immediate family. Any other funeral is with the consent of the Chief or Assistant Chief.

SECTION 10. HOLIDAYS: The following holidays are those which shall be recognized and observed:

1. New Years Day. 2. President's Day. 3. Spring Holiday. 4. Memorial Day.
5. Independence Day. 6. Labor Day. 7. Veterans Day. 8. Thanksgiving Day.
9. Friday after Thanksgiving. 10. Christmas Day.

Spring Holiday is defined as the Friday before Easter.

In addition to the annual salaries, members who are officers and dispatchers of the Boone Police Department shall be paid an additional eight (8) hours pay for each of the above holidays. All other members represented by the BARGAINING UNIT shall receive a day off for each of the above holidays with pay.

SECTION 11. CLOTHING AND AMMUNITION ALLOWANCE: Officers of the Boone Police Department shall receive per year clothing allowance as follows: \$525.00 per member in one year (July 1, 2002), \$550.00 per member in year two (July 1, 2003) and \$ 575.00 per member in year three (July 1, 2004 and remain \$575.00 thereafter), to be paid upon providing receipts therefore to the Chief. Records Secretary shall receive \$260.00 per year clothing allowance and shall wear a uniform prescribed by the Chief. Dispatcher and Communications Supervisor will not receive a clothing allowance but the City of Boone will purchase logo labeled attire for wear during working hours. Additionally, the EMPLOYER will replace items of uniform and personal equipment destroyed other than normal use, but in the performance of duty. Once a member has announced his/her intentions to resign their position with the City of Boone Police Department, the balance of the member's clothing allowance is no longer available for use.

EMPLOYER shall furnish each officer with all ammunition necessary for the employer's job duties and qualification use. Officers will be required to qualify twice a year, once during March, April or May and once during September, October or November. Practice ammunition will be furnished by the EMPLOYER at the discretion of the Chief.

SECTION 12. VACATION: The EMPLOYER agrees to provide each member a formal, annual paid of absence plan (vacation) as set forth below. Vacation shall be determined from the date of member's employment, herein designated as member's anniversary date. A vacation with pay shall be granted to each member based on the following schedule:

OFFICERS/RECORDS SECRETARY/DISPATCHERS/COMMUNICATIONS SUPERVISOR

- 48 hours after 1 year's service.
- 96 hours after 2 year's service.
- 144 hours after 5 year's service.
- 192 hours after 10 year's service.
- 216 hours after 18 year's service.
- 240 hours after 25 year's service.

The above vacation time shall be accrued during the twelve (12) month period prior to the date granted per the following schedule:

Officers	Records Secretary / Dispatchers
48 hrs 4 hr per month	.417 day per month
96 hrs 8 hr per month	.833 day per month
144 hrs 12 hrs per month	1.25 days per month
192 hrs 16 hrs per month	1.66 days per month

Vacation time may be accumulated to twice the annual entitlement. Members may take vacation any time of the year, however, no less than one (1) working day may be taken at a time. The Chief of Police shall make changes in the member's vacation schedule to meet emergencies. In the event it is necessary to cancel a schedule vacation, the affected member may reschedule his / her vacation provided it does not affect other members' vacation periods. Every attempt will be made to grant member's vacation at the requested time. If the member is hospitalized while on his / her vacation, the portion of the paid vacation spent in the hospital may be rescheduled upon satisfactory proof of said hospitalization being provided to the EMPLOYER. A member of the bargaining unit is required to give the Police Chief or Assistant Chief of Police a minimum of 7 days advanced notice of taking vacation, except if approved by the Police Chief. Any member separated from employment by resignation, death, retirement or discharge shall, at the time of the separation, be compensated in cash at the member's regular rate of pay for all unused accumulated, granted, and accrued vacation time.

SECTION 13. INSURANCE: The Employer agrees to pay each employee's share and his / her family's share of the Employer's health insurance plan. The health insurance provided by the Employer, unless otherwise designated by the mutual agreement of the Bargaining Unit and the Employer, shall provide benefits at a level equal to or greater than the coverage in force on June 30, 1996, and shall include the following cost containment provisions:

- a. Pre-certification is required, with a \$250.00 penalty deduction.
- b. Pre drug or per cap.
- c. Elimination of the required three day hospitalization to receive convalescent care.

Health Insurance provided shall be Coventry Health Care of Iowa Inc. Open Network, plan OPN CH S-1-E Group 7024830002. (Effective July 1, 2004) See Attachment #1 for full benefit details.

The City shall provide \$10,000.00 life insurance and \$10,000.00 accidental death and dismemberment insurance protection for every employee of the Bargaining Unit. A group dental plan will be offered by the City, which the employee can accept voluntarily. The plan will be Blue Cross Blue Shield, Blue Dental National Dental Network. BS Plan Code 640, BS Code Plan 140. (Effective July 1, 2004) See attachment #2 for full benefit details. The City will pay one hundred percent (100%) of the single coverage. The City and employee will split the additional cost for the family plan fifty percent (50%). The maximum premium cost to the Employee will be ten dollars (\$10).

SECTION 14. WELLNESS: EMPLOYER and the BARGAINING UNIT desire to maintain and improve the health of the members of the BARGAINING UNIT. Therefore, each employee shall submit to a physical examination arranged by EMPLOYER once every two years. EMPLOYER will arrange and pay for the physical with a properly licensed physician in the Boone area. These physicals do not circumvent the procedures of Chapter 411 Code of Iowa, and cannot be used against employee in any disciplinary proceeding, reduction in force process, or in any other manner.

SECTION 15. SENORITY: Seniority shall be determined by the length of service as an employee of the Boone Police Department covered by the scope of the collective bargaining contract. An employee shall forfeit seniority rights only for the following reasons: A. Resignation. B. Dismissal without reinstatement. C. Retirement. However, any unpaid leave of absence in excess of 30 days, unless due to personal illness or injury of the employee, shall not be counted toward the employee's time of service for seniority purposes.

The EMPLOYER shall furnish the BARGAINING UNIT a current seniority list showing the names, length of service, department assignments and rank. A copy shall be posted within the Police Department for inspections by members.

In determining the preference for the purpose of selection of vacations and shifts, Seniority shall be considered, but the ultimate decision is made by the Chief after determining departmental needs, after consultation with the officer(s) affected, and consultation and agreement by shift commanders affected by the proposal change.

For the purpose of selection of shifts, the Police Chief shall post a list of shifts 30 days prior to the first shift change in January. Members shall sign for their preference of shift by the order of seniority.

For the purpose of selection of shifts by members in the grade or rank of captain, seniority shall be determined by the length of service in that grade or rank.

SECTION 16. CLASSIFICATION PAY: Any member who is assigned to perform duties in and over a grade or rank higher than his / her permanent rank for one working

day (12 continuous hours) shall be compensated with 1 hour additional pay (at the member's normal time and one – half rate of pay). The additional pay shall be retroactive to the first hour worked.

When a member of the bargaining unit is participating in the Field Training Program, as assigned by the Chief of Police, that member will be paid an extra ½ hour pay at 1 ½ times rate per twelve (12) hours of supervision of said "Trainee". A "Trainee" is defined as a newly appointed officer of the Boone Police Department who is required to successfully complete the Field Training Officer Program.

When a member of the bargaining unit, who is a certified instructor as defined by the Iowa Law Enforcement Academy, conducts a training session during his normal work hours (no overtime pay is authorized), that member will be paid an extra ½ hour pay at 1 ½ times rate for that specific training session. The training session must be authorized by the Chief of Police.

SECTION 17. LEAVE OF ABSENCE: Any request for leave of absence without pay must be submitted to the Police Chief, stating the reasons for the leave. The request will be considered on the basis of the work - load existing or anticipated in the department, the circumstances of the request, and the member's service rating. The request will then be acted upon by the City Council.

SECTION 18. CIVIL LIABILITY PROTECTION: The EMPLOYER shall indemnify all members against false arrest and imprisonment charges resulting from acts in the line of duty. In the event of any civil suit involving a member arising from the performance of any assigned police duties, the EMPLOYER shall provide an attorney with the cost to be borne by the EMPLOYER and the costs of any judgments awarded by the Court be borne by the EMPLOYER.

SECTION 19. EXCHANGING SHIFTS: Members shall have the right to exchange shifts with the consent of the Police Chief or Assistant Chief.

SECTION 20. DUES CHECK OFF: The EMPLOYER, upon receipt of a written authorization from a member of the BARGAINING UNIT, specify the amount to be withheld, shall deduct membership due to the BARGAINING UNIT from such authorizing member's pay check, and the aggregate total of such deductions shall be paid over each pay period to the BARGAINING UNIT, or deposited to the credit of the BARGAINING UNIT as directed by the BARGAINING UNIT.

SECTION 21. GRIEVANCE PROCEDURES: a. Definition. A grievance is a claim by any employee, a group of employees, or the BARGAINING UNIT that a specific provision of provisions of this Agreement have been violated, misinterpreted, or misapplied by the EMPLOYER.

- b. Grievant. The grievant is the employee, a group of employees, or the BARGAINING UNIT filing the grievance.
- c. Purpose. The purpose of this grievance procedure shall be to settle all grievances between the parties as quickly as possible so as to insure efficiency and promote the member's morale. Should any member, group of members, or the BARGAINING UNIT feel a grievance exists, an adjustment shall be sought as set out in the steps of this procedure.
- d. Representation. An employee is entitled to be represented by a BARGAINING UNIT representative at all steps of the grievance procedure. In the event an employee chooses not to be represented by the BARGAINING UNIT, a grievance will not be resolved without the consent of the BARGAINING UNIT nor be in conflict with the provisions of the Agreement. In the event a grievance proceeds beyond Step 3 of the procedure, an Employee may not invoke arbitration without the consent of the BARGAINING UNIT. The BARGAINING UNIT will make all requests for arbitration.
- e. Grievance Committee. The BARGAINING UNIT will certify to the EMPLOYER the names of three (3) representatives for the purpose of representing the BARGAINING UNIT members in the investigation and presentation of grievances. When a Police Captain is involved in the disciplinary action against another member of the Bargaining Unit, that Police Captain may not participate in any activities with the bargaining unit related to the disciplinary action. One (1) member will be designated as the chairperson of this grievance committee. The chairperson may use a reasonable amount of duty time to investigate grievances providing that this does not interrupt regular Police Department work.
- f. Procedure.

STEP ONE

A grievance shall be presented in writing to the Police Chief within fifteen (15) calendar days of the discovery of the occurrence of the act, event, or omission of which is the basis for the grievance. The Police Chief shall arrange for such meetings and make such investigations as are necessary. The Police Chief shall attempt to settle the grievance, and will respond to the BARGAINING UNIT, in writing, within seven (7) calendar days of the receipt of the grievance. If a satisfactory settlement is reached it shall be final if signed by both parties.

STEP TWO

If the grievance is not settled at Step 1, it shall be presented to the City Administrator, in writing, within seven (7) days of the receipt of the response of the Police Chief. The City Administrator shall meet with the grievance committee in an attempt to adjust or settle the grievance, the City Administrator shall respond to the BARGAINING UNIT, in writing, within seven (7) days of the receipt of the grievance. If a satisfactory settlement is reached it shall be final if signed by both parties.

STEP THREE

If the grievance is not settled at Step 2, it shall be presented to the Public Employee Relations Committee of the City Council, in writing, within seven (7) days of the receipt of the response of the City Administrator. The Public Employee Relations Committee shall meet with the grievance committee in an attempt to adjust or settle the grievance. The Public Employee Relations Committee shall respond to the BARGAINING UNIT, in writing, within seven (7) days of the receipt of the grievance. If a satisfactory settlement is reached it shall be final if signed by both parties.

STEP FOUR

The BARGAINING UNIT has the right to request arbitration if the grievance is not been resolved at Step 3 of the grievance procedure. A copy, in writing, of this request shall be provided to the City Administrator. Said request shall be directed to the Iowa Public Employment Relations Board, and shall ask that board to provide a panel of five (5) possible arbitrators. That list shall be provided to both parties, and the representatives of each party shall meet immediately upon the receipt of the list to alternatively strike names to select the arbitrator. The decision of the arbitrator shall be final and binding upon both parties. Furthermore, the arbitrator shall issue his / her decision within thirty (30) calendar days after the conclusion of the hearing. The expenses of the arbitrator's services shall be paid equally by the EMPLOYER and the BARGAINING UNIT.

Failure of the EMPLOYER or its representatives to timely respond at each step of the grievance procedure, allows the BARGAINING UNIT, employee or groups of employees, to pursue to the next step of the grievance procedure.

SECTION 22. EMPLOYER RIGHTS: EMPLOYER shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act the following powers, duties, and rights:

- a. Direct the work of its employees.
- b. Hire, promote, demote, transfer, assign, and retain employees in positions within the department.
- c. Suspend or discharge employees for proper cause.
- d. Maintain the efficiency of governmental operations.
- e. Relieve employees from duty because of lack of work or other legitimate reasons.
- f. Determine and implement methods, means, assignments, and personnel by which City operations are to be conducted.
- g. Take such actions as may be necessary to carry out the mission of the City government.
- h. Initiate, prepare, certify, and administer its budget.
- i. Exercise all powers and duties granted to the City by law.

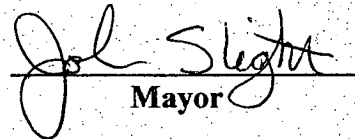
SECTION 23. SEVERABILITY: Should any part hereof or any provision herein contained be rendered as declared illegal or an unfair labor practice by reason of any existing or subsequently enacted legislation or by any decree of court of competent jurisdiction, or by the decision of any authorized government agency, such invalidation of such part or portion of this agreement shall not invalidate the remaining portions thereof. Provided, however, upon such invalidation, the parties agree immediately to meet and negotiate substitute provisions for such parts or provisions rendered or declared illegal or unfair labor practices. The remaining parts or provisions shall remain in full force and effect

SECTION 24. AGREEMENT: This agreement supersedes and cancels as of its effective date, all previous agreements between EMPLOYER and the BARGAINING UNIT, unless expressly stated to the contrary herein, and constitutes the entire agreement between the parties, and concludes collective bargaining for its term, except as provided herein.

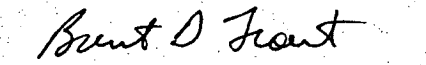
SECTION 25. EFFECTIVE DATE: The terms of this agreement shall become effective on the first day of July, 2005, and any actions taken by the EMPLOYER Subsequently to July 1, 2005, in order to perform the provisions hereof on its part to be performed, shall be made retroactive to July 1, 2005, and this agreement shall terminate at the close of business of the 30th day of June, 2008.

Entered on May 31, 2005.


CITY OF BOONE, IOWA


Mayor

ATTEST:


City Clerk

BOONE POLICE BARGAINING UNIT


Authorized Representative

Appendix A
Salary and Wage Schedule
Effective July 1, 2005

Position	Salary
Captain	\$4,060.99
Patrolman:	
2 years	\$3,739.12
18 months	\$3,554.17
1 year	\$3,371.49
Starting	\$2,951.19
Records Secretary	\$2400.32
Dispatchers	All moved to County

Appendix B
Salary and Wage Schedule
Effective July 1, 2006

Position	Salary
Captain	\$4,182.82
Patrolman:	
2 years	\$3,851.29
18 months	\$3,660.79
1 year	\$3,472.63
Starting	\$3,039.72
Records Secretary	\$2,472.32
Dispatchers	All moved to County

Appendix C
Salary and Wage Schedule
Effective July 1, 2007

Position	Salary
Captain	\$4,287.39
Patrolman:	
2 years	\$3,947.57
18 months	\$3,752.31
1 year	\$3,559.45
Starting	\$3,115.72
Records Secretary	\$2,534.13
Dispatchers	All moved to County